

MAILED TO COUNSEL

ORIGINAL

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #:
DATE FILED: 1/26/09

SANDRA STEVENS, DEMETRIA PALAFOX, DELOIS  
BLAKLEY, DEAN LOREN, WATASHA STEVENS,  
RANDY PALAFOX, and SOLOMON BRYANT,

Plaintiffs,

-against-

RONALD WELLS, KIM MURELL, THE CITY OF NEW  
YORK, BOARD OF EDUCATION OF THE CITY OF  
NEW YORK, RUDOLPH F. CREW, HAROLD O. LEVY,  
STEPHANIE D'AMORE FERRANDINO, WELTON  
SAWYER, GRANGER B. WARD, NEW YORK CITY  
DEPARTMENT OF EDUCATION, MICHAEL  
BLOOMBERG, JOEL KLEIN, RUDOLPH GIULIANI,  
MICHAEL CARDOZO, and CHAD VIGNOLA, *et al.*,

Defendants.

**STIPULATION OF  
SETTLEMENT AND  
DISMISSAL WITH  
PREJUDICE**

02 CV 1689 (LAP)

**WHEREAS**, plaintiff Randolph Palafox (hereinafter "Plaintiff") filed a complaint in State court in January 2002 alleging that he was denied educational services by the New York City Department of Education over a period of many years;

**WHEREAS**, the case was removed to federal court and assigned the above-referenced docket number; and

**WHEREAS**, Plaintiff subsequently amended the complaint several times, until he filed a Fourth Amended Complaint in August 2007;

**WHEREAS**, in a decision dated September 24, 2008, the district court dismissed all Plaintiff's claims except for those related to his allegation that he was illegally "pushed out" of Martin Luther King, Jr. High School in 1999;

**WHEREAS**, defendants have denied any and all liability arising out of Plaintiff's allegations; and

**WHEREAS**, the parties now desire to resolve Plaintiff's claims without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by and between the undersigned, as follows:

1. Plaintiff's claims are hereby dismissed with prejudice, without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. Defendant City of New York hereby agrees to pay Plaintiff the sum of \$20,000 (TWENTY THOUSAND DOLLARS) (the "Settlement Amount") in full satisfaction of any and all claims that were or could have been raised in this action, including any and all claims for costs, expenses and attorney's fees. Plaintiff represents that he intends to enroll for the Spring 2009 semester in Bronx Community College and that the proceeds of this settlement will be used in connection with his education. Defendant City of New York agrees to expedite payment of the Settlement Amount.

3. In consideration for the payment of the Settlement Amount, Plaintiff agrees to dismissal of his claims with prejudice and to release all defendants, their successors and assigns, and all past and present officials, employees, representatives and agents of the City of New York and the New York City Department of Education from any and all liability, claims, and/or rights of action, including claims for costs, expenses and attorney's fees, arising out of or related to the events alleged in this action.

4. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a release based on the terms of paragraph 1 above and an Affidavit Concerning Liens.

5. Nothing contained herein shall be deemed an admission by any of the defendants that they have been negligent or have in any manner or way violated Plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York or the New York City Department of Education.

6. Nothing contained herein shall be deemed to constitute an admission of or evidence of a policy or practice of the City of New York or the New York City Department of Education or the New York City Board of Education.

7. This Stipulation shall not be admissible in, nor is it related to, any other action or proceeding.

Dated: New York, New York  
January 21, 2009

RANDOLPH PALAFOX  
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By: Randolph Palafox  
Randolph Palafox

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By: Emily Sweet  
Emily Sweet (ES 1164)  
Assistant Corporation Counsel

SO ORDERED

Donetta A. Presby  
U.S.D.J.